

# PATENTS ONLY

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To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Wojciech Doganowski  
Sin Yi Chen  
Earl Stanley Hemphill  
Adam Pawlowski

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: October 5, 2004 & October 13, 2004

2. Name and address of receiving party(ies):

Name: Advanced Digital Broadcast Polska Spolka z o.o.

Address: ul. Trasa Polnocna 16

City: Zielona Gora State/Prov.: \_\_\_\_\_

Country: Poland ZIP: 65-119

Additional name(s) & address(es)

☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

Patent Application No.

Filing date

B. Patent No.(s)

10/506,580

09/02/04

Additional numbers

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel A. Scola, Jr.

Registration No. 29,855

Address: Hoffmann & Baron, LLP

6900 Jericho Turnpike

City: Syosset

State/Prov.: NY

Country: USA

ZIP: 11791-4407

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account

☐ Authorized to be charged to deposit account

8. Deposit account number:

08-2461

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John S. Sopko

Name of Person Signing

John S. Sopko

Signature

5

Date

Total number of pages including cover sheet, attachments, and

Attorney's Docket No.: 1387-10

PATENT

For: ☒ U.S. and/or ☐ Foreign Rights  
For: ☒ U.S. Application;  
☐ U.S. Provisional Application;  
☐ U.S. Patent; or  
☒ PCT Application  
By: ☒ Inventors or ☐ Present Owners

### ASSIGNMENT OF INVENTION

In consideration of the payment by ASSIGNEE to ASSIGNORS of the sum of One Dollar (\$1.00) the receipt of which is hereby acknowledged, and for other good and valuable consideration,

ASSIGNORS: (inventor(s) or person(s) or entity(ies) who own the invention)

Wojciech Doganowski

Name

ul. Wegierska 3/7

Address

65-001 Zielona Góra, Poland

Polish

Nationality

Sin Yi Chen

Name

15, Lane 29, Ta-Shei Street, Hsin Tien

Address

Taipei, 111 Taiwan, R.O.C.

Taiwan, R.O.C.

Nationality

Earl Stanley Hemphill

Name

34, Lane 16, Section 1, Chung Cheng Road

Address

Taipei, 111 Taiwan, R.O.C.

USA

Nationality

Adam Pawłowski

Name

ul. Technologow 30 m. 4

Address

65-115 Zielona Gora

Polish

Nationality

(If assignment is by person or entity to whom invention was previously assigned and this was recorded in PTO add the following)

Recorded on \_\_\_\_\_

Reel \_\_\_\_\_

Frame \_\_\_\_\_

hereby sells, assigns and transfers to

ASSIGNEE:

Advanced Digital Broadcast Polska Spółka z o.o.

(Type or print name of ASSIGNEE)

ul. Trasa Północna 16

Address

65-119 Zielona Góra, Poland

Polish

Nationality

and the successors, assigns and legal representatives of the ASSIGNEE,

(complete one of the following)

- ☒ the entire right, title and interest  
☐ an undivided \_\_\_\_\_ percent (\_\_\_\_\_% ) interest

for the United States and its territorial possessions

- ☒ and in all foreign countries, including all rights to claim priority,

in and to any and all improvements which are disclosed in the invention entitled:

**BROADCAST NETWORK ACCESS-MANAGEMENT SYSTEM AND METHOD FOR  
MANAGEMENT OF RECEIVERS OPERATING WITHIN BROADCAST NETWORK**

and which is found in

(check and complete (a), (b), (c), (d), (e), (f), or (g))

- (a) ☐ U.S. patent application executed on even date herewith  
(b) ☐ U.S. patent application executed on \_\_\_\_\_  
(c) ☐ U.S. provisional application naming the above inventor(s) for the above-identified invention.  
☐ Express Mail label No.: \_\_\_\_\_, mailed: \_\_\_\_\_  
☐ To comply with 37 CFR 3.21 for recordal of this assignment, I, an ASSIGNOR signing below, hereby authorize and request my attorney to insert below the filing date and application number when they become known  
(d) ☒ U.S. application Serial No. 10/506,580 filed on September 2, 2004  
(e) ☒ International application No. PCT/ PL 03/00013  
(f) ☐ U.S. Patent No. \_\_\_\_\_ issued \_\_\_\_\_  
☐ A change of address to which correspondence is to be sent regarding patent maintenance fees is being sent separately.  
(g) ☒ and any legal equivalent thereof in a foreign country, including the right to claim priority

and, in and to, all Letters Patent to be obtained for said invention by the above application or any continuation, division, renewal, or substitute thereof, and as to Letters Patent any re-issue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits

required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

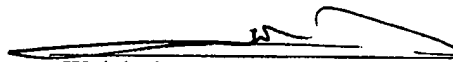
above. **WARNING:** Date of signing must be the same as the date of execution of the application if item (a) was checked


5 Oct 2004  
Date of signing

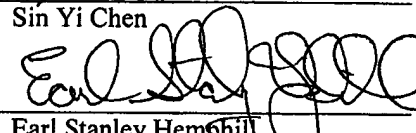
Oct 5, 2004  
Date of signing

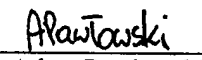
05 OCT 2004  
Date of signing

13 Oct 2004  
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Wojciech Doganowski

  
Sin Yi Chen

  
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Adam Pawlowski

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Additional names(s) of conveying party(ies)

☐ Yes ☒ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other (95% conveyance)

Execution Date: March 25, 2003

## 2. Name and address of receiving party(ies):

Name: Advanced Digital Broadcast Ltd.

Address: 8F, Sec. 2., 145 Chung Shan North Road

City: Taipei

State/Prov.: \_\_\_\_\_

Country: Taiwan, R.O.C.

ZIP: \_\_\_\_\_

Additional name(s) &amp; address(es)

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John S. Sopko

Name of Person Signing

John S. Sopko

Signature

January 6, 2004

5

Date

Total number of pages including cover sheet, attachments, and

Law Office  
ANDRZEJ KOSIK  
attorney

65-071 Zielona Góra, ul. Sobieskiego 4/6 m. 5  
tel./fax. +48 (068) 3242464  
e-mail: akosik@man.zgora.pl

LUCYNA STAWIKOWSKA  
Certified Translator of the English Language  
Osiedle 1/27 DRZONKÓW  
66-004 Racula, tel. 0-603178743

Zielona Góra, 25<sup>th</sup> March 2003

### EXTRACT OF AGREEMENT

concluded in Zielona Góra on 30.11.2001 between

Advanced Digital Broadcast, Ltd., Taipei, Taiwan, R.O.C.  
having its headquarters and place of business  
at 8F, Sec. 2., 145 Chung Shan North Road,  
Taipei, Taiwan, Republic of China,  
represented by Andrew N. Rybicki,  
hereafter referred to as "ADB"

and

Advanced Digital Broadcast Polska sp. z o.o.  
having its headquarters at Trasa Północna 16 in Zielona Góra, Poland,  
registered in the commercial register  
at a District Court in Zielona Góra  
with the number RHB 2284  
represented by dr Janusz Szajna  
hereafter referred to as "ADB Polska"

Issues related to intellectual property rights are addressed by Art. 9 of the Agreement,

LUCYNA STAWIKOWSKA  
Certified Translator of the English Language  
Osiedle 1/27 DRZONKÓW  
66-004 Racula, tel. 0-603178743



Lucyna Stawikowska  
Zielona Góra  
14 sierpnia 2003

LAW OFFICE  
attorney Andrzej Kosik  
ul. Jana III Sobieskiego 4/6 m. 5  
65-071 Zielona Góra, ☎/fax 3242464  
NIP 929-000-98-17

/signature illegible/

Repertorium Nr 4/19/03

Ja, Lucyna STAWIKOWSKA tłumacz przysięgły  
języku angielskiego w Drzonkowie, poświadczam  
zgodność powyższego tłumaczenia z przedłożonym  
mi oryginałem w języku polskim  
Pobrano opłatę zgodnie z taryfą (Dz. U. Nr 33, poz. 148  
z 1993 r. z późn. zm.)

Drzonków, dnia 14 sierpnia 2003

where the original content of Art. 9 was in force between 30<sup>th</sup> November 2001 and 30<sup>th</sup> June 2002 in the form of:

§ 9

The Parties agree that the exclusive owner of any patents, inventions and copyrights, which may be related to projects realized by ADB Polska is ADB.

ADB Polska is entitled to the right to make use, in scientific works and publications, of information gained during realization of projects commissioned by ADB.

Utilization of such information will require a prior written approval by ADB and cannot be used to gain financial profits by ADB Polska.

from the day of 1<sup>st</sup> July 2002, Art. 9 of the agreement between the Parties, according to an annex No. 1 signed between the Parties, has been changed into the form of:

§ 9

"The Parties agree, in accordance with article 11 of the 30<sup>th</sup> June 2000 Act "Industrial Property Law" /Journal of Law, year 2001, No. 49 pos. 508/, that the ownership of patents, inventions and copyrights that may be related to projects realized by ADB Polska is entitled:  
to ADB in 95% and  
to ADB Polska in 5%

ADB Polska is entitled to the right to make use, in scientific works and publications, of information gained during realization of projects commissioned by ADB.

Both Parties have the right and will always discuss with each other all the issues related to:

- preparing application documents to the Patent Office of the Republic of Poland and patent offices of other countries and regional treaties, including the PCT international application
- filing application on a project to the Patent Office of the Republic of Poland and patent offices of other countries and regional treaties in order to receive patent on behalf and in the favor of both Parties,
- taking part in contentious issues regarding the projects before ruling authorities of the Patent Office of the Republic of Poland and courts of law.

All costs related to the above activities are covered by ADB".



*Lucyna Stawikowska*  
*Zielona Góra*  
*14 sierpnia 2003*

I hereby declare the above conforms to the original document

25<sup>th</sup> March 2003

/signature illegible/

LAW OFFICE  
attorney Andrzej Kosik  
ul. Jana III Sobieskiego 4/6 m. 5  
65-071 Zielona Góra, ☎/fax 3242464  
NIP 929-000-98-17



**Kancelaria Adwokacka**

**ANDRZEJ KOSIK**

*adwokat*

65-071 Zielona Góra, ul. Sobieskiego 4/6 m5

tel./fax. +48 (068) 3242464

e-mail: akosik@man.zgora.pl

Zielona Góra dnia 25 marca 2003 roku

**WYPIS Z UMOWY**

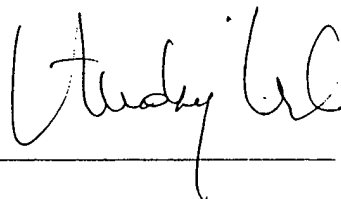
zawartej w Zielonej Górze w dniu 30.11.2001 r. pomiędzy:

Advanced Digital Broadcast, Ltd., Taipei, Taiwan, R.O.C.  
posiadającą swoje główne biuro i miejsce działalności  
przy 8F, Sec. 2., 145 Chung Shan North Road,  
Taipei, Taiwan, Republika Chin  
reprezentowaną przez Andrew N. Rybicki  
w dalszej części umowy zwaną ADB,

a

Advanced Digital Broadcast Polska sp. z o.o.  
z siedzibą przy Trasie Północnej 16 w Zielonej Górze, Polska,  
zarejestrowaną w rejestrze handlowym  
prowadzonym przez Sąd Rejonowy w Zielonej Górze  
pod numerem RHB 2284  
reprezentowaną przez dra Janusza Szajnę  
w dalszej części umowy zwaną ADB Polska,

Kwestie związane z prawami do własności intelektualnej reguluje art 9 umowy,



z tym, że pierwotna treść art 9 obowiązywała od dnia 30 listopada 2001 roku do dnia 30 czerwca 2002 roku o następującej treści :

§ 9

Strony uzgadniają, że wyłącznym właścicielem patentów, wynalazków i praw autorskich, jakie mogą być związane z realizowanymi przez ADB Polska projektami jest ADB.

ADB Polska przysługuje prawo do wykorzystania w pracach naukowych i publikacjach wiadomości uzyskanych w trakcie realizacji projektów zleczanych przez ADB.

Wykorzystanie takich wiadomości będzie wymagało wcześniejszej pisemnej akceptacji ADB i nie może być stosowane do osiągnięcia korzyści finansowych przez ADB Polska.

od dnia 1 lipca 2002 roku art 9 umowy łączącej strony, w związku z podpisaniem aneksu Nr 1 pomiędzy stronami otrzymał nowe brzmienie o treści :

§ 9

” Strony zgodnie uzgadniają w oparciu o artykuł 11 ustawy z dnia 30 czerwca 2000 roku Prawo własności przemysłowej / Dz.U. z 2001 roku Nr 49 poz.508./, że własność patentów, wynalazków i praw autorskich jakie mogą być związane z realizowanymi przez ADB Polska projektami należy :  
w 95% do ADB i  
5% do ADB Polska

ADB Polska przysługuje prawo do wykorzystania w pracach naukowych i publikacjach wiadomości uzyskanych w trakcie realizacji projektów zleczanych przez ADB.

Obie strony mają prawo i każdorazowo będą ustalać pomiędzy sobą wszelkie kwestie związane z :

- opracowaniem dokumentacji zgłoszeniowej do Urzędu Patentowego RP i urzędów patentowych innych krajów i stowarzyszeń regionalnych, w tym zgłoszenia międzynarodowego w trybie PCT
- dokonania zgłoszenia projektu w Urzędzie Patentowym RP i urzędów patentowych innych krajów i stowarzyszeń regionalnych w celu uzyskania patentu w imieniu i na rzecz obu współprawnionych,
- uczestnictwa w sprawach spornych dotyczących projektów projektów przed organami orzekającymi przy UP RP i sądami powszechnymi.

Wszelkie opłaty związane z wyżej wymienionych aktywnościami pokrywa ADB.”

za zgodności z oryginałem  
25 marca 2003  
1. Hucisko I. I. I.

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Adam Pawlowski

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John S. Sopko

Name of Person Signing

John S. Sopko  
Signature

Date

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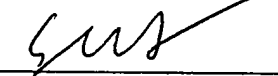
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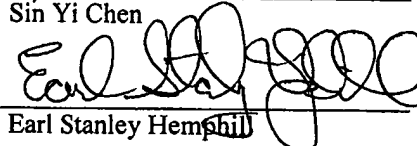
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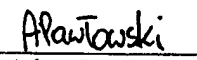
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Additional name(s) &amp; address(es)

☐ Yes ☒ No

## 4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

Patent Application No.

Filing date

B. Patent No.(s)

10/506,580

09/02/04

Additional numbers

☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel A. Scola, Jr.

Registration No. 29,855

Address: HOFFMANN &amp; BARON, LLP

6900 Jericho Turnpike

City: Syosset

State/Prov.: NY

Country: US

ZIP: 11791-4407

## 6. Total number of applications and patents involved:

1

## 7. Total fee (37 CFR 3.41):.....\$ 40.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

## 8. Deposit account number:

08-2461

(Attach duplicate copy of this page if paying by deposit account)

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## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John S. Sopko

Name of Person Signing

John S. Sopko

Signature

January 6, 2004

5

Date

Total number of pages including cover sheet, attachments, and



Zielona Góra, 25<sup>th</sup> March 2003

EXTRACT OF AGREEMENT

concluded in Zielona Góra on 30.11.2001 between

Advanced Digital Broadcast, Ltd., Taipei, Taiwan, R.O.C.  
having its headquarters and place of business  
at 8F, Sec. 2., 145 Chung Shan North Road,  
Taipei, Taiwan, Republic of China,  
represented by Andrew N. Rybicki,  
hereafter referred to as "ADB"

and

Advanced Digital Broadcast Polska sp. z o.o.  
having its headquarters at Trasa Północna 16 in Zielona Góra, Poland,  
registered in the commercial register  
at a District Court in Zielona Góra  
with the number RHB 2284  
represented by dr Janusz Szajna  
hereafter referred to as "ADB Polska"

Issues related to intellectual property rights are addressed by Art. 9 of the Agreement,

LUCYNA STAWIKOWSKA  
Certified Translator of the English Language  
Osiedle 1/27 DRZONKÓW  
66-004 Racula, tel. 0-603178743



Lucyna Stawikowska  
Zielona Góra  
14 sierpnia 2003

LAW OFFICE  
attorney Andrzej Kosik  
ul. Jana III Sobieskiego 4/6 m. 5  
65-071 Zielona Góra, tel./fax 3242464  
NIP 929-000-98-17

/signature illegible/

Repertorium Nr 4/19/03

Ja, Lucyna STAWIKOWSKA tłumacz przysięgły  
języku angielskiego w Drzonkowie, poświadczam  
zgodność powyższego tłumaczenia z przedłożonym  
mi oryginałem w języku polskim  
Pobrano opłatę zgodnie z taryfą (Dz. U. Nr 33, poz. 148  
z 1998 r. z późn. zm.)

Drzonków, dnia 14 sierpnia 2003

where the original content of Art. 9 was in force between 30<sup>th</sup> November 2001 and 30<sup>th</sup> June 2002 in the form of:

§ 9

The Parties agree that the exclusive owner of any patents, inventions and copyrights, which may be related to projects realized by ADB Polska is ADB.

ADB Polska is entitled to the right to make use, in scientific works and publications, of information gained during realization of projects commissioned by ADB.

Utilization of such information will require a prior written approval by ADB and cannot be used to gain financial profits by ADB Polska.

from the day of 1<sup>st</sup> July 2002, Art. 9 of the agreement between the Parties, according to an annex No. 1 signed between the Parties, has been changed into the form of:

§ 9

"The Parties agree, in accordance with article 11 of the 30<sup>th</sup> June 2000 Act "Industrial Property Law" /Journal of Law, year 2001, No. 49 pos. 508/, that the ownership of patents, inventions and copyrights that may be related to projects realized by ADB Polska is entitled:  
to ADB in 95% and  
to ADB Polska in 5%

ADB Polska is entitled to the right to make use, in scientific works and publications, of information gained during realization of projects commissioned by ADB.

Both Parties have the right and will always discuss with each other all the issues related to:

- preparing application documents to the Patent Office of the Republic of Poland and patent offices of other countries and regional treaties, including the PCT international application
- filing application on a project to the Patent Office of the Republic of Poland and patent offices of other countries and regional treaties in order to receive patent on behalf and in the favor of both Parties,
- taking part in contentious issues regarding the projects before ruling authorities of the Patent Office of the Republic of Poland and courts of law.

All costs related to the above activities are covered by ADB".



*Lucyna Stawikowska*  
*Zielona Góra*  
*14 listopada 2003*

I hereby declare the above conforms to the original document

25<sup>th</sup> March 2003

/signature illegible/

LAW OFFICE  
attorney Andrzej Kosik  
ul. Jana III Sobieskiego 4/6 m. 5  
65-071 Zielona Góra, ☎/fax 3242464  
NIP 929-000-98-17

**Kancelaria Adwokacka**

ANDRZEJ KOSIK

*adwokat*

65-071 Zielona Góra, ul. Sobieskiego 4/6 m5

tel./fax. +48 (068) 3242464

e-mail: akosik@man.zgora.pl

Zielona Góra dnia 25 marca 2003 roku

**WYPIS Z UMOWY**

zawartej w Zielonej Górze w dniu 30.11.2001 r. pomiędzy:

Advanced Digital Broadcast, Ltd., Taipei, Taiwan, R.O.C.

posiadającą swoje główne biuro i miejsce działalności

przy 8F, Sec. 2., 145 Chung Shan North Road,

Taipei, Taiwan, Republika Chin

reprezentowaną przez Andrew N. Rybicki

w dalszej części umowy zwaną ADB,

a

Advanced Digital Broadcast Polska sp. z o.o.

z siedzibą przy Trasie Północnej 16 w Zielonej Górze, Polska,

zarejestrowaną w rejestrze handlowym

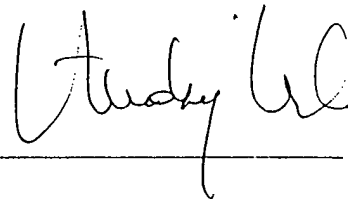
prowadzonym przez Sąd Rejonowy w Zielonej Górze

pod numerem RHB 2284

reprezentowaną przez dra Janusza Szajnę

w dalszej części umowy zwaną ADB Polska,

Kwestie związane z prawami do własności intelektualnej reguluje art 9 umowy,



z tym, że pierwotna treść art 9 obowiązywała od dnia 30 listopada 2001 roku do dnia 30 czerwca 2002 roku o następującej treści :

§ 9

Strony uzgadniają, że wyłącznym właścicielem patentów, wynalazków i praw autorskich, jakie mogą być związane z realizowanymi przez ADB Polska projektami jest ADB.

ADB Polska przysługuje prawo do wykorzystania w pracach naukowych i publikacjach wiadomości uzyskanych w trakcie realizacji projektów zleczanych przez ADB.

Wykorzystanie takich wiadomości będzie wymagało wcześniejszej pisemnej akceptacji ADB i nie może być stosowane do osiągnięcia korzyści finansowych przez ADB Polska.

od dnia 1 lipca 2002 roku art 9 umowy łączącej strony, w związku z podpisaniem aneksu Nr 1 pomiędzy stronami otrzymał nowe brzmienie o treści :

§ 9

” Strony zgodnie uzgadniają w oparciu o artykuł 11 ustawy z dnia 30 czerwca 2000 roku Prawo własności przemysłowej / Dz.U. z 2001 roku Nr 49 poz.508./, że własność patentów, wynalazków i praw autorskich jakie mogą być związane z realizowanymi przez ADB Polska projektami należy :  
w 95% do ADB i  
5% do ADB Polska

ADB Polska przysługuje prawo do wykorzystania w pracach naukowych i publikacjach wiadomości uzyskanych w trakcie realizacji projektów zleczanych przez ADB .

Obie strony mają prawo i każdorazowo będą ustalać pomiędzy sobą wszelkie kwestie związane z :

- opracowaniem dokumentacji zgłoszeniowej do Urzędu Patentowego RP i urzędów patentowych innych krajów i stowarzyszeń regionalnych, w tym zgłoszenia międzynarodowego w trybie PCT
- dokonania zgłoszenia projektu w Urzędzie Patentowym RP i urzędów patentowych innych krajów i stowarzyszeń regionalnych w celu uzyskania patentu w imieniu i na rzecz obu współuprawnionych,
- uczestnictwa w sprawach spornych dotyczących projektów projektów przed organami orzekającymi przy UP RP i sądami powszechnymi .

Wszelkie opłaty związane z wyżej wymienionymi aktywnościami pokrywa ADB.”

za zgodności z oryginałem  
25 marca 2003  
H. H. H.